

EXHIBIT A

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
LUBBOCK DIVISION**

**CT LAND & CATTLE CO., L.L.C.,
A TEXAS LIMITED LIABILITY
COMPANY,**

Plaintiff,

V.

**NATIONWIDE AGRIBUSINESS
INSURANCE COMPANY, A FOREIGN
CORPORATION, AND THE TRAVELERS
INDEMNITY COMPANY OF AMERICA,
A FOREIGN CORPORATION,**

Defendants.

CIVIL ACTION NO.

INDEX OF STATE COURT MATERIALS

No.	Date Filed or Entered	Document
A-1	4/10/2017	Plaintiff's Original Petition
A-2	4/10/2017	Civil Case Information Sheet
A-3	4/11/2017	Citation Issued as to The Travelers Indemnity Company of America
A-4	4/11/2017	Citation Issued as to Nationwide Agribusiness Insurance Company
A-5	5/1/2017	Defendant Nationwide Agribusiness Insurance Company's Original Answer to Plaintiff's Original Petition
A-6	5/26/17	Defendant The Travelers Indemnity Company of America's Answer and Request for Disclosure

EXHIBIT A-1

CAUSE NO. 25971

CT LAND & CATTLE CO., L.L.C.,
a Texas Limited Liability Company,
Plaintiff,
§ IN THE ____ DISTRICT COURT
v.
§
NATIONWIDE AGRIBUSINESS INSURANCE
COMPANY, a foreign corporation, and
THE TRAVELERS INDEMNITY
COMPANY OF AMERICA, a foreign
Corporation,
Defendants. § OF
§ SCURRY COUNTY, TEXAS

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

Comes now CT LAND & CATTLE CO., L.L.C. ("Plaintiff") and files this its Original Petition ("Petition") against NATIONWIDE AGRIBUSINESS INSURANCE COMPANY ("NATIONWIDE"), a foreign corporation, and THE TRAVELERS INDEMNITY COMPANY OF AMERICA ("TRAVELERS"), a foreign corporation, (collectively "Defendants" whether one or more) (the aforementioned parties being referred to herein collectively as "Parties") and would respectfully show the Court as follows:

I. PARTIES

1. Plaintiff, CT LAND & CATTLE CO., L.L.C., is a Texas Limited Liability Company with its principal place of business being 6613 19th Street, Lubbock, Texas 79407.

2. Defendant, NATIONWIDE AGRIBUSINESS INSURANCE COMPANY, is a Foreign Corporation and may be served through its registered agent, Corporation Service Company, at 505 5th Ave. Ste. 729, Des Moines, IA 50309.

3. Defendant, THE TRAVELERS INDEMNITY COMPANY OF AMERICA, is a Foreign Corporation and may be served through its registered agent, Chief Financial Officer, at 200 E. Gaines Street, Tallahassee, Florida 32399.

II. JURISDICTION AND VENUE.

4. The Court has subject matter jurisdiction over the claims asserted herein and Defendants are subject to personal jurisdiction in the State of Texas, also, the amount in controversy is within the jurisdictional limits of this Court.

5. Venue is proper in Scurry County pursuant to Sec. 15.001 *et. seq.* of the *Civil Practice and Remedies Code*, including but not limited to §15.002 and §15.035 as all or part of the claim(s) involved occurred in Scurry County, Texas and the property in question is located in Scurry County, Texas.

III. FACTS AND BACKGROUND

6. In May 2013, Plaintiff purchased certain property located at 9204 S LP Fuller Ranch Rd., Snyder, Texas 79549 (“Property”). Plaintiff has maintained insurance covering the Property at all times during its ownership of the Property.

7. The Property was insured under a policy issued from Defendant, TRAVELERS, during the period beginning on November 1, 2014 and extending through November 1, 2015 (“Travelers Policy”). Beginning on November 1, 2015, the Property was insured under a policy issued by Defendant, NATIONWIDE (“Nationwide Policy”) (Travelers Policy and Nationwide Policy referred to herein collectively as “Policies”).

8. On or around April 20, 2016, a hail storm occurred, causing substantial damage to roofing and siding components of various structures located on the Property. Such damages resulted in leaks and other impairments that have rendered the structures unfit for their intended

purpose. Despite multiple parties providing multiple sources of supporting information to Defendant, NATIONWIDE, indicating such hail events occurred on or around April 20, 2016, NATIONWIDE denied coverage for the claim under the Nationwide Policy. In denying coverage, NATIONWIDE takes the position that the damage in question did not occur during their respective policy period.

9. After being denied coverage under the Nationwide Policy, Plaintiff submitted its claim to TRAVELERS. As expected, TRAVELERS denied coverage taking the position that the damage occurred following their applicable coverage. Specifically, based on the evidence available and the weather reports for the area, TRAVELERS took the position that the damage in question occurred on or around April 20, 2016.

10. Pursuant to lender requirements, upon purchase of the Property, a thorough inspection was performed, showing no indication of hail damage on the Property. Prior to issuing the Policies, Defendants had ample opportunity to perform inspections of the Property and all structures located thereon. Defendants either failed to perform such inspections, or alternatively, found no evidence of hail damage during such inspections.

IV. APPLICATION FOR DECLARATORY RELIEF

11. The Uniform Declaratory Judgment Act (the “Act”) is remedial in nature and was implemented to provide courts with broad discretion and authority to make determinations so as to “settle and to afford relief from uncertainty and insecurity with respect to rights, status, and other legal relations.” *Tex. Civ. Prac. & Rem. Code Ann.* § 37.002(b) (West 2015); *see Civ. Prac. & Rem.* § 37.003(a). When such uncertainties arise with respect to a written contract, a party to

such contract can petition and request the court determine questions of construction or validity pertaining to or arising under such contract, and then may obtain a declaration from the court setting out its determinations. *Civ. Prac. & Rem.* § 37.004(a). Such determination can be either affirmative or negative and can be made before or after such contract has been breached. *Civ. Prac. & Rem.* § 37.003(b); *Civ. Prac. & Rem.* § 37.004(b). “Further relief based on a declaratory judgment or decree may be granted whenever necessary or proper.” *Civ. Prac. & Rem.* § 37.011. If a court deems such application to be sufficient, such court may require an interested party to demonstrate why relief should not be granted. *Id.*

12. Pursuant to the Act, Plaintiff requests this Court make determinations to settle the following questions:

- a. The date damage to the structures located on the Property was sustained based on a preponderance of the evidence;
- b. The date which the damage occurred falls under the policy period of the Nationwide Policy or the Travelers Policy;
- c. The claim is covered under the Nationwide Policy or the Travelers Policy;
- d. NATIONWIDE or TRAVELERS is liable to Plaintiff for all damages sustained to the structures on the Property—including, but not limited to, the initial damage and any subsequent damages cause by the delay in tendering payment under the respective policy.

V. BREACH OF CONTRACT

13. In executing the Policies, Plaintiff and Defendants formed valid and legally enforceable, written contracts. The Policies were adequately supported by consideration from the Parties. Plaintiff fulfilled all of its obligations under the Policies. Defendants’ failure to

cover Plaintiff's damages as agreed upon constitutes a material breach of the express provisions of the Policies.

VI. ATTORNEYS' FEES

14. It was necessary for Plaintiff to retain the undersigned attorneys to bring this action and therefore, pursuant to Chapters 37 and 38 of the *Texas Civil Practice and Remedies Code*, Plaintiff is entitled to recover reasonable and necessary attorneys' fees and costs.

VII. PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that Defendants be cited to appear and answer herein and upon final hearing that Plaintiff be awarded the following:

- a. A declaration of the rights and obligations of the Parties as requested herein;
- b. Reasonable and necessary attorney's fees and costs as requested herein;
- c. Plaintiff be granted judgment for pre-judgment and post-judgment interest at the highest legal or contractual rate allowed by law;
- d. Plaintiff be granted further relief that Plaintiff may be justly entitled.

CRAIG, TERRILL, HALE & GRANTHAM, L.L.P.
Attorneys at Law
9816 Slide Rd., Suite 201
Lubbock, TX 79424
806.744.3232 – telephone
806.744.2211 – fax
E-mail: acurtis@cthglawfirm.com


By: _____

Andrew B. Curtis
SBN 24052013
Matthew M. McKee
State Bar No. 24082363
ATTORNEYS FOR PLAINTIFF

EXHIBIT A-2

CIVIL CASE INFORMATION SHEET

Case 5:17-cv-00118-C Document 11-1 Filed 06/02/17 Page 10 of 28 in County 14 Texas

CAUSE NUMBER (FOR CLERK USE ONLY): 258711-1

COURT (FOR CLERK USE ONLY):

Candace Jones, District Clerk

STYLED

CT Land & Cattle Co., L.L.C., a Texas Limited Liability Company v. Nationwide Agribusiness Insurance Company, a foreign corporation and The Travelers Indemnity Company of America, a foreign corporation

(e.g., John Smith v. All American Insurance Co; In re Mary Ann Jones; In the Matter of the Estate of George Jackson)

A civil case information sheet must be completed and submitted when an original petition or application is filed to initiate a new civil, family law, probate, or mental health case or when a post-judgment petition for modification or motion for enforcement is filed in a family law case. The information should be the best available at the time of filing.

By: Leeann Zuniga,
Deputy Clerk

1. Contact information for person completing case information sheet:		Names of parties in case:	Person or entity completing sheet is:
Name: Andrew Curtis	Email: acurtis@cthglawfirm.com	Plaintiff(s)/Petitioner(s): CT Land & Cattle Co., L.L.C.,	<input checked="" type="checkbox"/> Attorney for Plaintiff/Petitioner <input type="checkbox"/> Pro Se Plaintiff/Petitioner <input type="checkbox"/> Title IV-D Agency <input type="checkbox"/> Other: _____
Address: 9816 Slide Road, Suite 201	Telephone: (806) 744-3232	Defendant(s)/Respondent(s): Nationwide Agribusiness Insurance Company,	Additional Parties in Child Support Case:
City/State/Zip: Lubbock, Texas 79424	Fax: (806) 744-2211	a foreign corporation and The Travelers	Custodial Parent: _____
State Bar No: 24052013 		Indemnity Company of America, a foreign corporation	Non-Custodial Parent: _____
[Attach additional page as necessary to list all parties]			

2. Indicate case type, or identify the most important issue in the case (select only 1):

Civil			Family Law	
Contract	Injury or Damage	Real Property	Marriage Relationship	Post-judgment Actions (non-Title IV-D)
Debt/Contract <input type="checkbox"/> Consumer/DTPA <input type="checkbox"/> Debt/Contract <input type="checkbox"/> Fraud/Misrepresentation <input checked="" type="checkbox"/> Other Debt/Contract: _____	<input type="checkbox"/> Assault/Battery <input type="checkbox"/> Construction <input type="checkbox"/> Defamation <i>Malpractice</i> <input type="checkbox"/> Accounting <input type="checkbox"/> Legal <input type="checkbox"/> Medical <input type="checkbox"/> Other Professional Liability: _____	<input type="checkbox"/> Eminent Domain/Condemnation <input type="checkbox"/> Partition <input type="checkbox"/> Quiet Title <input type="checkbox"/> Trespass to Try Title <input type="checkbox"/> Other Property: _____	<input type="checkbox"/> Annulment <input type="checkbox"/> Declare Marriage Void <i>Divorce</i> <input type="checkbox"/> With Children <input type="checkbox"/> No Children	<input type="checkbox"/> Enforcement <input type="checkbox"/> Modification—Custody <input type="checkbox"/> Modification—Other Title IV-D <input type="checkbox"/> Enforcement/Modification <input type="checkbox"/> Paternity <input type="checkbox"/> Reciprocal UIFSA <input type="checkbox"/> Support Order
Foreclosure <input type="checkbox"/> Home Equity—Expedited <input type="checkbox"/> Other Foreclosure <input type="checkbox"/> Franchise <input type="checkbox"/> Insurance <input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Non-Competition <input type="checkbox"/> Partnership <input type="checkbox"/> Other Contract: _____	<input type="checkbox"/> Motor Vehicle Accident <input type="checkbox"/> Premises <i>Product Liability</i> <input type="checkbox"/> Asbestos/Silica <input type="checkbox"/> Other Product Liability List Product: _____	<input type="checkbox"/> Related to Criminal Matters <input type="checkbox"/> Expunction <input type="checkbox"/> Judgment Nisi <input type="checkbox"/> Non-Disclosure <input type="checkbox"/> Seizure/Forfeiture <input type="checkbox"/> Writ of Habeas Corpus—Pre-indictment <input type="checkbox"/> Other: _____	<i>Other Family Law</i> <input type="checkbox"/> Enforce Foreign Judgment <input type="checkbox"/> Habeas Corpus <input type="checkbox"/> Name Change <input type="checkbox"/> Protective Order <input type="checkbox"/> Removal of Disabilities of Minority <input type="checkbox"/> Other: _____	Parent-Child Relationship <input type="checkbox"/> Adoption/Adoption with Termination <input type="checkbox"/> Child Protection <input type="checkbox"/> Child Support <input type="checkbox"/> Custody or Visitation <input type="checkbox"/> Gestational Parenting <input type="checkbox"/> Grandparent Access <input type="checkbox"/> Parentage/Paternity <input type="checkbox"/> Termination of Parental Rights <input type="checkbox"/> Other Parent-Child: _____
Employment <input type="checkbox"/> Discrimination <input type="checkbox"/> Retaliation <input type="checkbox"/> Termination <input type="checkbox"/> Workers' Compensation <input type="checkbox"/> Other Employment: _____	<input type="checkbox"/> Administrative Appeal <input type="checkbox"/> Antitrust/Unfair Competition <input type="checkbox"/> Code Violations <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Intellectual Property	<input type="checkbox"/> Lawyer Discipline <input type="checkbox"/> Perpetuate Testimony <input type="checkbox"/> Securities/Stock <input type="checkbox"/> Tortious Interference <input type="checkbox"/> Other: _____		
Tax <input type="checkbox"/> Tax Appraisal <input type="checkbox"/> Tax Delinquency <input type="checkbox"/> Other Tax	Probate/Wills/Intestate Administration <input type="checkbox"/> Dependent Administration <input type="checkbox"/> Independent Administration <input type="checkbox"/> Other Estate Proceedings	Probate & Mental Health <input type="checkbox"/> Guardianship—Adult <input type="checkbox"/> Guardianship—Minor <input type="checkbox"/> Mental Health <input type="checkbox"/> Other: _____		

3. Indicate procedure or remedy, if applicable (may select more than 1):

Appeal from Municipal or Justice Court <input type="checkbox"/>	Declaratory Judgment <input type="checkbox"/> Garnishment <input type="checkbox"/> Interpleader <input type="checkbox"/> License <input type="checkbox"/> Mandamus <input type="checkbox"/> Post-judgment <input type="checkbox"/>	Prejudgment Remedy <input type="checkbox"/> Protective Order <input type="checkbox"/> Receiver <input type="checkbox"/> Sequestration <input type="checkbox"/> Temporary Restraining Order/Injunction <input type="checkbox"/> Turnover <input type="checkbox"/>
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4. Indicate damages sought (do not select if it is a family law case):

Less than \$100,000, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorney fees
 Less than \$100,000 and non-monetary relief
 Over \$100,000 but not more than \$200,000
 Over \$200,000 but not more than \$1,000,000
 Over \$1,000,000

EXHIBIT A-3

CAUSE NUMBER 25971

THE STATE OF TEXAS

NOTICE TO DEFENDANT: "You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty (20) days after you were served this citation **PLAINTIFF'S ORIGINAL PETITION**, a default judgment may be taken against you." A copy of your pleadings should be copied to all parties involved. Failure to do so may result in additional court costs assessed against you.

To: **The Travelers Indemnity Company of America**
Registered Agent: Chief Financial Officer
200 E. Gaines Street
Tallahassee, Florida 32399

Greetings:

You are hereby commanded to appear by filling a written answer to the at or before ten o'clock a.m. on the Monday next after the expiration of Twenty (20) days after the date of service of this citation before the Honorable District Court of Scurry County, Texas at the Courthouse of said county in Scurry.

Said **PLAINTIFF'S ORIGINAL PETITION** was filed in the said court by **Andrew B. Curtis** (Attorney for the Plaintiff), whose address is **9816 Slide Rd., Suite 201, Lubbock, TX 79424**, on the docket of said court and styled:

CT LAND & CATTLE CO., L.L.C., A TEXAS LIABILITY COMPANY
VS.
NATIONWIDE AGRIBUSINESS INSURANCE COMPANY, a foreign corporation, and THE TRAVELERS
INDEMNITY COMPANY OF AMERICA, a foreign Corporation

The nature of the **PLAINTIFF'S** demand is fully shown by a true and correct copy of **PLAINTIFF'S** **ORIGINAL PETITION** accompanying this citation and made a part hereof.

The officer executing this writ shall promptly mail the same according to the requirements of law, and the mandates thereof, and make due return as the law directs.

Issued and given under my hand and seal of said Court at Scurry County, Texas this the **11TH day of April, 2017.**

Attest: CANDACE JONES, Clerk of the District Court.

CANDACE JONES, District Clerk
1806 25th Street, Suite 402
Snyder, Texas 79549

By: LeeAnn Zuniga
LeeAnn Zuniga, Deputy

CERTIFICATE OF DELIVERY BY MAIL
I hereby certify that on the **11TH day of April, 2017**, at 3:00 o'clock p.m., I mailed a copy of **PLAINTIFF'S ORIGINAL PETITION** to **Travelers Indemnity Company of America % Chief Financial Officer**. By registered mail, return receipt requested, a true copy of this citation with a copy of **PLAINTIFF'S ORIGINAL PETITION**

SENDER: COMPLETE THIS SECTION**COMPLETE THIS SECTION ON DELIVERY**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

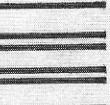
The Travelers Indemnity
Company of America
Registered Agent: Chief Financial Officer
200 E. Gaines Street
Tallahassee, Florida
32309

A. Signature		<input type="checkbox"/> Addressee	<input type="checkbox"/> Addressee
B. Received by (Printed Name)	Sarah Blocker		
C. Date of delivery	APR 20		
D. DEPT OF FINANCIAL SERVICES	1234		
D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If YES, enter delivery address below:		

3. Service Type	<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
	<input type="checkbox"/> Registered Mail	<input checked="" type="checkbox"/> Return Receipt for Merchandise
	<input type="checkbox"/> Insured Mail	<input type="checkbox"/> S.O.D.
4. Restricted Delivery? (Extra Fee)	<input type="checkbox"/> Yes	

2. Article Number (Transfer from service label)	7013 0400 0002 0635 7394
1. Form 3811, February 2004	
Domestic Return Receipt	

102585-01-M-1540



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

- Sender: Please print your name, address, and ZIP+4 in this box *

CANDACE JONES
DISTRICT CLERK
1806 25th STREET, STE. 402
SNYDER, TX 79549

APR 20 AM 9:45

FILED

04/17

EXHIBIT A-4

CAUSE NUMBER 25971

THE STATE OF TEXAS

NOTICE TO DEFENDANT: "You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty (20) days after you were served this citation **PLAINTIFF'S ORIGINAL PETITION**, a default judgment may be taken against you." A copy of your pleadings should be copied to all parties involved. Failure to do so may result in additional court costs assessed against you.

To: **Nationwide Agribusiness Insurance Company**
Registered Agent: Corporation Service Company
505 5th Ave., Ste., 729
Des Moines, IA 50309

Greetings:

You are hereby commanded to appear by filling a written answer to the at or before ten o'clock a.m. on the Monday next after the expiration of Twenty (20) days after the date of service of this citation before the Honorable District Court of Scurry County, Texas at the Courthouse of said county in Scurry.

Said **PLAINTIFF'S ORIGINAL PETITION** was filed in the said court by **Andrew B. Curtis** (Attorney for the Plaintiff), whose address is **9816 Slide Rd., Suite 201, Lubbock, TX 79424**, on the docket of said court and styled:

CT LAND & CATTLE CO., L.L.C., A TEXAS LIABILITY COMPANY
VS.
NATIONWIDE AGRIBUSINESS INSURANCE COMPANY, a foreign corporation, and THE TRAVELERS
INDEMNITY COMPANY OF AMERICA, a foreign Corporation

The nature of the **PLAINTIFF'S** demand is fully shown by a true and correct copy of **PLAINTIFF'S ORIGINAL PETITION** accompanying this citation and made a part hereof.

The officer executing this writ shall promptly mail the same according to the requirements of law, and the mandates thereof, and make due return as the law directs.

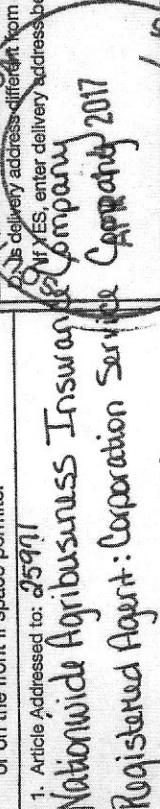
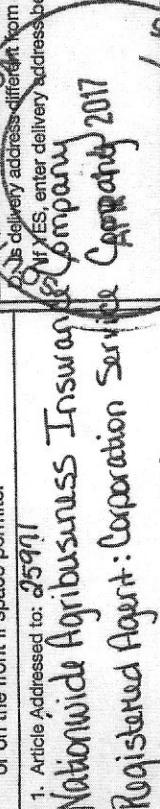
Issued and given under my hand and seal of said Court at Scurry County, Texas this the **11TH** day of April, 2017.

Attest: CANDACE JONES, Clerk of the District Court.

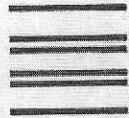
CANDACE JONES, District Clerk
1806 25th Street, Suite 402
Snyder, Texas 79549

By: *LeeAnn Zuniga*
LeeAnn Zuniga, Deputy

CERTIFICATE OF DELIVERY BY MAIL
I hereby certify that on the **11TH** day of April, 2017, at 3:00 o'clock p.m., I mailed a copy of **PLAINTIFF'S ORIGINAL PETITION** to **Nationwide Agribusiness Insurance Company % Corporation Service Company**. By registered mail, return receipt requested, a true copy of this citation with a copy of **PLAINTIFF'S ORIGINAL PETITION**

SENDER: COMPLETE THIS SECTION		RECIPIENT: COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature </p> <p>B. Recipient by Printed Name </p> <p>C. Date of Delivery 1/15/01</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>E. If YES, enter delivery address below: </p>	
<p>1. Article Addressed to: 25991</p> <p>Nationwide Agribusiness Insurance Corporation Registered Agent: Corporation Service Company 505 5th Ave., Ste. 129 Des Moines, IA 50309</p>		<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered Mail <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D. </p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>2. Article Number (Transfer from service label)</p>		<p>7013 0600 0002 0635 7387</p> <p>Domestic Return Receipt</p>	
B-C Document 1540 Filed 06/02/17 Page 1 102585-02-M-1540			

UNITED STATES POSTAL SERVICE



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

- Sender: Please print your name, address, and ZIP+4 in this box.

CANDACE JONES
DISTRICT CLERK
1806 25th STREET, STE. 402
SNYDER, TX 79549

2017 APR 19 AM 9:40

ED

EXHIBIT A-5

CAUSE NO. 25971

**CT LAND & CATTLE CO., L.L.C.,
A Texas Limited Liability Company**

IN THE DISTRICT COURT

Plaintiff

VS.

132ND JUDICIAL DISTRICT

**NATIONWIDE AGRIBUSINESS INSURANCE
COMPANY, a foreign corporation; and
THE TRAVELERS INDEMNITY
COMPANY OF AMERICA, a foreign
Corporation**

Defendants

SCURRY COUNTY, TEXAS

**DEFENDANT NATIONWIDE AGRIBUSINESS INSURANCE COMPANY'S
ORIGINAL ANSWER TO PLAINTIFF'S ORIGINAL PETITION**

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, Defendant Nationwide Agribusiness Insurance Company

(“Defendant”) and files its Original Answer to Plaintiff’s Original Petition. In support thereof, Defendant respectfully shows the Court the following:

I.

Pursuant to Texas Rule of Civil Procedure 92, Defendant generally denies each and every material allegation contained in Plaintiff's Original Petition and any amendments thereto, and demand strict proof thereof by a preponderance of the evidence.

II. AFFIRMATIVE DEFENSES

For further answer, if same be necessary, Defendant asserts that any award of pre-judgment interest cannot include, as a matter of law, future damages, if any, awarded to Plaintiff

in this matter. Defendant further asserts that the amount of any pre-judgment and post-judgment interest awarded in this case against Defendant, if any, is limited as set forth in common law, statute, state and federal constitutions, the Texas Finance Code, and/or the Texas Civil Practice and Remedies Code.

For further answer, if same be necessary, Defendant would show that the damages complained of by Plaintiff were caused by an independent, superseding cause over which Defendant had no control.

For further answer, if same be necessary, Defendant would also show that the damages about which Plaintiff complains are the result, in whole or in part, of the negligence of the plaintiff, and/or the negligence of other individuals and/or entities over whom Defendant had no control.

For further answer, if same be necessary, Defendant would further show that Plaintiff failed to mitigate its damages.

For further answer, if same be necessary, Defendant denies any alleged act or omission under the circumstances herein which may justify any claim for exemplary or punitive damages, or attorney's fees.

For further answer if same be necessary, Defendant asserts that Plaintiff's breach of contract claims are barred by the Plaintiff's prior breach, Plaintiff's failure to disclose important information, lack of consideration, impossibility of performance, laches, unclean hands, waiver, estoppel, interference by third parties and the doctrine of accord and satisfaction.

For further answer if same be necessary. Defendant states that Plaintiff's Petition must fail because Plaintiff has an adequate remedy at law.

III.
NOTICES

Pursuant to Rule 193.7 of the Texas Rules of Civil Procedure, Defendant hereby places the parties to this suit on notice of their intent to use all documents produced by the parties in response to written discovery in all pretrial proceedings and/or at trial of the above-entitled and numbered cause.

Pursuant to Rule 609(f) of the Texas Rules of Evidence, Defendant hereby places the parties to this suit on notice of their intent to use evidence of criminal convictions, if any, at trial of the above-entitled and numbered cause.

IV.
REQUESTS FOR DISCLOSURE

Under the authority of Texas Rule of Civil Procedure 194, Defendant requests that Plaintiff disclose within thirty (30) days of the service of this Original Answer, the information or material described in Rule 194.2. In addition, please disclose all documents, electronic information, and tangible items that you have in your possession, custody or control and may use to support your claims or defenses.

V.
JURY DEMAND

Defendant respectfully demands a trial by jury.

WHEREFORE, PREMISES CONSIDERED, Defendant prays that Plaintiff take nothing by its suit, that Defendant recover all costs, and for such other and further relief, both at law and in equity to which Defendant may be justly entitled.

Respectfully submitted,

By: Brian J. Bradigan
BRIAN J. BRADIGAN
SBN: 24099083
brian@hermes-law.com
RYAN D. BROWN
SBN: 24094567
ryan@hermes-law.com

HERMES LAW, P.C.
2001 N. Lamar Street, Suite 450
Oilwell Supply Building
Dallas, Texas 75202
(214) 749-6800
(214) 749-6801 (Fax)

**ATTORNEYS FOR DEFENDANT
NATIONWIDE AGRIBUSINESS INSURANCE
COMPANY**

CERTIFICATE OF SERVICE

The undersigned certifies that on the 28th day of April, 2017, a true and correct copy of the foregoing document was forwarded via e-filing and/or facsimile to the following counsel of record:

Andrew B. Curtis
Matthew M. McKee
CRAIG, TERRILL, HALE & GRANTHAM L.L.P.
9816 Slide Rd., Suite 201
Lubbock, Texas 79424
806-744-3232
806-744-2211 FAX
acurtis@cthglawfirm.com

Counsel for Plaintiff

Brian J. Bradigan
BRIAN J. BRADIGAN

EXHIBIT A-6

CAUSE NO. 25971

**CT LAND & CATTLE CO., L.L.C., a
Texas Limited Liability Company,**

Plaintiff,

v.

**NATIONWIDE AGRIBUSINESS
INSURANCE COMPANY, a foreign
corporation, and THE TRAVELERS
INDEMNITY COMPANY OF AMERICA,
a foreign corporation,**

Defendants.

IN THE 132ND DISTRICT COURT

OF

SCURRY COUNTY, TEXAS

**DEFENDANT THE TRAVELERS INDEMNITY COMPANY OF AMERICA'S
ANSWER AND REQUEST FOR DISCLOSURE**

In response to Plaintiff's Original Petition (the "Petition"), Defendant The Travelers Indemnity Company of America ("Defendant") files its Original Answer and Request for Disclosure thereto.

**I.
GENERAL DENIAL**

Defendant denies all and singular the allegations contained in the Petition and demands strict proof thereof.

**II.
ADDITIONAL DEFENSES**

1. Defendant denies that all conditions precedent to Plaintiff's claims for recovery have occurred or been met, and they have not been waived.
2. Coverage is precluded to the extent that the loss occurred outside the policy period.

3. Coverage is precluded to the extent Plaintiff seeks reimbursement for the replacement cost value of property because the policy does not provide replacement cost coverage.

4. Coverage is precluded to the extent the loss was not caused by a "Covered Cause of Loss."

5. Plaintiff's claims are barred in whole or in part by the wear and tear exclusion.

6. Plaintiff's claims are barred in whole or in part by the exclusion for damage or loss due to "[s]ettling, cracking, shrinking, or expansion."

7. Plaintiff's claims are barred in whole or in part by the exclusion for damage or loss due to "[r]ust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself."

8. Plaintiff's claims are barred in whole or in part by the exclusion for faulty, inadequate or defective: "(2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction; (3) Materials used in repair, construction, renovation or remodeling; or (4) Maintenance; of part or all of any property on or off the 'insured location'."

9. Plaintiff's claims are barred in part because the Policy precludes coverage for damage to the interior of any building or structure, or the property inside a building or structure, caused by rain, snow, sleet, sand or dust, "whether driven by wind or not," unless "the building or structure first sustains damage to its roof or walls through which the rain, snow, sleet, sand or dust enters."

10. Plaintiff's claims may be excluded by breach of policy requirements and/or conditions in the Policy, including the insured's duties in the event of loss or damage, such as the

failure to provide prompt notice of the loss or damage, provide a description of how, when and where the loss or damage occurred as soon as possible, or take all reasonable steps to protect Covered Property from further damage.

11. Plaintiff's claims may be barred in whole or in part because the Policy precludes coverage for “[n]eglect of the ‘insured’ to use all reasonable means to save and preserve property at and after the time of loss.”

12. Plaintiff's claims may be barred in whole or in part by the Ordinance or Law exclusion.

13. Plaintiff has failed to mitigate its damages.

14. Plaintiff's claims are subject to a \$10,000 deductible as well as the limits therein.

15. All or a portion of Plaintiff's claims were caused by the negligence and/or comparative responsibility of Plaintiff, persons acting on Plaintiff's behalf and/or under Plaintiff's direction or control, and/or third parties over which Defendant had no control.

16. Travelers reserves the right to invoke appraisal.

17. Defendant is entitled to a credit or offset for all amounts previously paid by any other insurer, if any.

III.
REQUEST FOR DISCLOSURE

Pursuant to Tex. R. Civ. P. Rule 194, Plaintiff is hereby requested to disclose within thirty (30) days of service of this request, the information or material described in Tex. R. Civ. P. Rule 194.2.

WHEREFORE, PREMISES CONSIDERED, Defendant The Travelers Indemnity Company of America prays that Plaintiff take nothing by this suit, and that Defendant goes hence and recover costs on its behalf expended.

Respectfully submitted,

/s/ Wm. Lance Lewis

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ATTORNEYS FOR DEFENDANT

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing pleading has been furnished to Plaintiff's counsel of record, via facsimile, in accordance with the Texas Rules of Civil Procedure, this 26th day of May 2017 at the addresses indicated below:

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Wm. Lance Lewis /Alissa Puckett